-:- INVESTIGATE -:-

Osborne & Pearson's Retiring Prices on Handsome Art Squares and Rugs.

ELECTRIC CITY SPARKLETS

Items of Interest and Personal Mention Caught Over the Wireless on the Streets of Anderson

(From Sunday's Daily.) | Palmetto Rifles

Planning For

Mr. Tribble Met

Muster Mechanic

Bady Disappointed. Much disappointment was

loned among the members of the Pal

Glerious Fourth.
Plans are now being made properly celebrating the Fourth of Ju-ly in Anderson. The Southern Public

bands ad fire works will be furnish ed that evening at both places. No

elaborate display or anything of that kind will be attempted but it is be-

lieved that a very enjoyable day can be arranged and one that the public

will appreciate more than something more extensive and vastly more cost-

With An Accident. E. C. Tribble, who is the owner of

He is almost completely restored to health.

John A. McGill, who is shortly to retire from the retail grocery busi-ness in order to engage in the whole-

sale mainess, is now preparing to dispose of his entire stock of groc-eries at a considerable sacrifice. The

stock will be sold out to the retail trade at reduced figures and Mr. Mc-

Gill is now preparing to advertise the coming event.

Baby Hoy
Passed Away.
Noel Floyd, the little seven-monthsold son of Mr. and Mrs. J. E. Floyd

died Friday afternoon at 2 o'clock fol-lowing a short illness. The funeral services were conducted by the Rev. E. N. Sanders, pastor of the Second

Will Sell The

Entire Stock.

Of Dynamite.

Considerable complaint is beard along the line traversed by the loned among the members of the Pal-G. S. & A. railway over the fact that metto Rifles in Anderson last night the P. & N. is hauling dynamite on its trains. The people in the cities and towns are afraid that the stuff may be blown up and that they may all suffer some injury as a result. The first complaint was raised in Eastern Division and is supposed to be definite and final. The Painette is described by Gov. Cole 1. Blease from the headquarters of the Eastern Division and is supposed to be definite and final. The Painette Greenyille, it being alleged that the railroad hauled some of the danger-ous stuff through the streets of the city and then on to Chick Springs.

Greenville officials got busy to try
and discover some law on the subject
and then found that there was nothing but a Federal law on the subject and there the matter rests.

Another Cotton
Bloom Received.
The first cotton bloom to be received by The Intelligencer from north of ed by The Intelligencer from north of the city caine to Anderson Saturday from Jesse J. Lewis of Williamston. Mr. Lewis said that he discovered this bloom on the 17th, and since that time has found a number. With the good rains of the last few days Anderson crops are flourishing and within the next few days there will be many blooms open. The first received at this office came Thursday. The first one is always the one of interest and since that has been received. terest and since that has been received Anderson people will hardly care concerning additional ones.

Has Returned
From Peach Section.
Stephed Floids, a well known young Anderson county citizen, has returned from Fort Valley, Ga., where he has been spending a fortnight. Mr. Fields went to the Georgia town for the purpose of watching the handling of the peach crop from that section and he says that it is well worth the trip. Everyone in that section makes a hying from the fruit growing industry and Mr. Fields says that they are all right on to their jobs.

The Excursions.

A number of Anderson people will go on the excursions which are to be operated from this city on June 25 over the Southern Railway and affiliated lines. The two excursions will go to Atlantia and to Chattanoga and the indications are that they will prove to be two of the largest ever conducted from this section of the country. According to the schedules the reduced rates will allow a stay of five days in Atlanta and six days in Chattanoga and to the first named point the farce will be \$3 while to Chattanoga' it will be \$5.50. This is a very low rate.

Band Concert Is

Pleasing Public.

The public seems to be well pleased with the band concerts being furnished of Sunday afternoons in North Anderson. John Linley, who has made North Anderson what it is, says that he likes the way the people are trooping to North Anderson and he hopes that they will continue it all through the Simpler, months. The concerts being every Sanday afternoon at a colock and continues until 6 o'clock and added accommodations are furnished by the street car company to take care of the crowds.

Bankets association will send representatives and the program as arranged for the meeting is one of the best the bankers have ever seen. Lee G. Holleman of Anderson, who is secretary of the association says that he is especially delighted over the fact that he has been able to secure such men as Hon. Carter Glass of Virginia to address the association.

My. Gibboney To Resume Pulpit.

Rev. J. Haller Gibboney, rector of Grace Episcopal Church, has returned to the city and will preach today at his church. Some time ago Mr. Gib-

Prof. Falthfal 'At

Summer School. Prof. C. M. Falthful, dean of Antierson college, left yesterday for Rich-mond, Va., where he will spend two weeks, and following that he will go to New York where he will enter Coto New York where he will enter co-lumbia University for the Summer school. It's said that the course of study offered at this famous insti-tution for the Summer months sur-passes all the rost in this country and doubtless Mr. Faithful will be able to acquire much valuable knowledge!

Christing Tew
Will Speak Today.
The city was yesterday placarded from one street to another with advertisements of the lecture which will be delivered this afternoon in the court house at 4:30 o clock. The speaker will be Revi J. L. Ehrlich, who will discuss the subject, "From Judaism to Christicalty," Considerable interest is evident concerning the address and doubtless the attendance will be good. Rev. Ehrlich is conducting a series of services in Anderson at the series of services in Anderson at the Second Baptist Church.

Mr. Frickhoeffer Has Left the City.

Has Left the City.

C. W. Frickhoeffer, who has been srecting the Southern Bell Telephone building, has completed the job and left yesterday for his home in Rirmingham. Also Friends of this content of the conference of the sentence of the sentence

izen and his loss will be sorely felt.

Fords Now Going Fast,

ss seems to be looking up in the Ford automobile business. Archie L. Todd, the genial "vender" of these L. Todd, the genial "vender" of these machines, sold two Friday and another yesterday. The two rales Friday were made to Miss Lee Rogers of Pendleton and B. H. Sadler of Pendleton, and yesterday Prof. M. E. Bradley of Clemson college, while shopping in the city decided that he would also nuclears a Ford

Graduates Assigned Work.

would also purchase a Ford.

Eastern Division and is supposed to be definite and final. The Palmetto in which will begin their active military careers. The first fifteen, in recognition of their distinguished standing, were assigned to the war department to the arms of the service in which will begin their active military careers. The first fifteen, in recognition of their distinguished standing, were assigned to the engineer corps. Of the others, 21 were assigned to the engineer corps. itary careers. The first fifteen, in re-cognition of their distinguished stand-ing, were assigned to the engineer corps. Of the others, 21 were assign-ed to the cavalry arm, seven to the field artillery, 20 to the coast artillery and 45 to the infantry. Those assign-ed to the engineers include B. B. Somervell, Arkansas; F. S. Skinner, North Carolina and I. H. Caruth, Lou-liciana. Utilities Company is arranging to stage affairs at Bouna Vista Park. Two baseball games will be played at the park, music will be furnished in North Anderson and at the park by

Will Meet in Frisco.
Minneapolis, Minn., June 19.—All officers of the National Wholesale Grocers Association were elected at closing of their convention here tothe 1915 meeting place.

RENDERED DECISION IN THE WATER DISPUTE

JUDGE PRINCE HANDS IM-PORTANT ORDER DOWN

With An Accident. E. C. Tribble, who is the owner of a "Hi-Henry" met with an unfortunate accident yesterday while cranking his machine. As is a trait with some automobiels, the machine kicked and Mr. Tribble suffered a severely sprained wrist. He had his right arm in a sling yesterday and it will probably be several days before he regains the use of that member. NEW SCHOOLS PAY

Hack From Trip.
C. W. Hayes, master mechanic of the Blue Ridge railroad, and Misa Mildred Hayes, returned yesterday from Atlantic City where they have been spending a week. Mr. Hayes went to alttend a meeting of the American Rallway Master Mechanics Associa-, tion, which was in session from June 10, to June 17, in Atlantic City. Mr. Hayes says that he has never enjoyed a trip more in his life than he did this one. He says that the attendance from all parts of the country was re-markably large and that all the mas-ter mechanics had an enjoyable time.

due plaintiff by defendant and by writ-ten argreement of counsel it was Anderson Bankers
Planning Outling.
The Anderson Bankers are preparing now for their trip to the Isle of Palms next week, when the South Carolina Bankers Association will be in edston. All the local banker will heard by me at my chambers in Anderson, S. C., on the 13th day of June, 1914. on the following agreed statements of facts to-wit:

1. The plaintiff, Southern Public Utilities company, is a corporation chartered and organized under the laws of the state of Malvacane and the state of the state of

in session. All the local banks will send representatives and the program as arranged for the meeting is one of the best the hankers have ever seen. Lee G. Holleman of Anderson, who is laws of the state of Maine and con-ducting business within and near the city of Anderson.

2. The defendant, Anderson school district, is a body corporate under and by the laws of the state of South Carolina, and embracing the territory included within the orporate limits of the city of Anderson and certain other territorys. It is contiguous.

his church. Some time ago Mr. Gip-honey's health began to fail and he was ordered to take a rest. Since that time he has been at his bome in Wytheville, Va., and friends of his will be glad to know that a fortniht's rest there has done wonders for him.

agreed statement. That on the eighth day of December, 1893, the said city council of the city of Anderson passed an or-dinance, among other things, authorizing the transfer by the Anderson Wa-ter Supply company and the Ander-son Electric Light and Power company of their respective contracts with the city council of the city of Ander-son, and all the rights, powers, privileges and franchises under said contracts, to a new and consolidated cor-poration to be known as the Anderson Water, Light and Power company a copy of which ordinance is hereto attached and marked Exhibit B.

twenty-second day of November, 1900, the Anderson Water, Light and Power company filed with the said city council its acceptance of said amend-ed ordinance, a copy of which accept-ance is hereto attached and marked Exhibit C.

6. That from the date of said fran-chises and acceptance the said Water Supply company, until said consolida-tion, and thereafter the Anderson, Wa-E. N. Sanders, pastor of the Second Baptist Church and interment took place at the Silver Brook cometery yesterday morning at 11 o'clock. Mr. and Mrs. Floyd have the deep sympathy of the community.

Belton Citizen

Belton Citizen

Belton Citizen

Belton Citizen

Cound have at any time gone into court and conformed.

While it was neither a party or privy to said contract, yet it was a solution specified, until the conveyance of the property of said Anderson. Water, Light and Jower company to the Southern Public Utilities Company. That thereafter the said Southern public occides at Belton. The deceased it survived by his wife and two childers, F. M. Kay of Anderson and Mrs. Drake of Belton. He was a good cit-

Public Utilities company as set out in its deed, a copy of which is hereto attached and marked Exhibit D.

1927.

While the authority cited is not controlling it is very strongly persuative deed, a copy of which is hereto attached and marked Exhibit D.

1927.

While the authority cited is not controlling it is very strongly persuative deed, a copy of which is hereto attached and marked Exhibit D.

in co-terminous with the corporate limits of the city of Anderson. Ref-erence to said act is hereby craved. 9. That by an act of the general assembly of the state of South Caro-

ings. Pursuant to said act several additional school buildings were erected within the city of Anderson, and one without the corporate limits of trustees now has under its control within a district seven schools within ane corporate limits of the city of Anderson, and one outside of the corporate limits of the city of Anderson, and one outside of the corporate limits of the city of Anderson, and one outside of the corporate limits of the city of Anderson, and one outside of the corporate limits of the city of Anderson, and one outside of the corporate limits of the corporate l the corporate limits, all being within said school district.

10. Prior to the tenth day of Feb ruary, 1914, water was farm sned to the various public schools within the of companies, free of charge, as provided by the franchise and contract

11. On the tenth day of February, 1-14, the city council of the city of Anderson granted to the Southern Public Culti s company a franchise. copy of which is hereto attached and marked Exhibit E, and on the same day, pursuant thereto, the Southern Public Utilities company and the city of Anderson entered into a contract, copy of which is hereto attached and marked Exhibit F.

12. From the date of the franchise granted by the city of Anderson to the Southern Public Utilities company. All Schools in Anderson Erected Before February Will Get Free Water

Following the dispute between the school board of Anderson and the Southern Fublic Utilities Company, a very important ruling has been handed down by Judge Prince, which says that all schools erected before February 10, 1914 must be furnished water free while the new schools must pay for what they consume. Because of the fact that every one in Anderson has been interested in this case the entire decision is reproduced:

This was a controversy without action on an account alleged to include the market of the contracts entered into between the city of Anderson and the school district, and separate reading within the school district, and separate readings of the water furnished care made monthly by the company. The defendant disputes the right of the plaintiff to make the charges above referred to, on the ground that the franchises and contracts entered into between the city of Anderson and the Anderson Water, Light, and Power Company are still effective in so far as they require the water company to furnish free water for these schools furnish free water for these schools furnish free water for these schools furnish the require the water company to find the contract entered into pursue the city schools, and has rendered its bills therefor, including the city and 39-100 dolars (\$82.39). for water furnished certain schools situate within the corborate limits of the city and 39-100 dolars (\$82.39). for water furnished certain schools situate within the corborate limits of the city schools, and has rendered into pursue the city of Anderson to the city schools, and has rendered its bills therefor, including the attached bills, aggregating eighty-two and 39-100 dolars (\$82.39). for water furnished certain schools stated within the echools stated within the echools stated within the corborate limits of the city schools and has rendered its bills therefor, including the datached bills, aggregating eighty-two and 39-100 dolars (\$82.39). for water furnish as they require the water company to furnish free water for these schools. On this statement of facts counsel

> ing questions of law for decision: First: Is and will be defendant no liable to the plaintiff for water furnished to the public schools of the city of Anderson from the 10th day of February, 1914, until the — day of September. 1915, when the franchise of the old Water, Light and Power Company by its term expires.

Second. If the defendant is liable for the payment of water bills, should the charges be made separately against each school, or should the theretos

3. That on or about the eighteenth day of November, 1889, the city council of the city of Anderson entered into a franchise contract with the Anderson Water Supply company, a copy of, which is hereto attached, marked Exhibit A, and made a part of this agreed statement.

The questions are not altogether without difficulty and I have been somewhat perplexed in reaching a conclusion for the reason that counsel has cited no case just in point, and clusion for the reason that counsel has cited no case just in point, and in my own researches I have not been able to find any. But I unhesitatingly hold that under the franchise granted by the city of Anderson to and accepted by the Anderson Water. Light and Supply Co., which was subsequently assigned, with the consent of the city of Anderson in the Anderson Water, Light and Supply Co., which was subsequently assigned, with the consent of the city of Anderson to the Anderson Water, Light and Power company, and under which it operated in the city of Anderson supplying water for both public and private usand furnishing the public schools in caid city, free water, the pupue schools in said city were antilled to free water from whomsever operated under said franchise. This was such a right that the Anderson school district could have at any time gone into court and enforced.

ust, 1913, the Anderson Water, Light of the Graded Schools, 65 S. E. Rept.

While the authority cited is not

tached and marked Exhibit D.

8. That by act of the legislature of the state of South Carolina approved January 5, 1895, the Anderson school district was created, its boundaries because of this point.

Now it should be remembered that at the time this franchise was originally granted to the Anderson Water Supply company there was not in the city of Anderson any system of graded schools and the only public schools then in said city were ordinary common schools of the county and state. These common schools were entirely assembly of the state of South Carolina, approved February 19, 1913, the original school district was enlarged so as to include certain terrnory contiguous to the city of Anderson, and graded schools became the only public schools became the only p thereafter the election provided for in said act having resulted in favor of the questions therein provided to be submitted to an election, the act went into effect, prior to August. 1913; reference to which act is hereby craved as a part of these proceedings. Pursuant to said act several pany transferred all of its property real, personal and mixed to the plaintiff, corporation. Among the things conveyed to plaintiff by the Auderson

or material incident thereto or con-nected therewith or useful therein, in and around the city of Anderson, state of South Carolina, including all rights ruary, 1914, water was farm sund to the various public schools within the corporate limits of the city by the wat

with."

While it is true that the deed to plaintiff does not on its face purport to assign the franchise, it does so completely transfer all the property, means and instrumentalities including all rights of way and casements connected with its water system in the city of Anderson, as to render it wholly unable to comply with the terms of its franchise. It thus granted to plaintiff all the substance of that franchise and retained for itself only the shadow, if it retained any

On the acceptance of this convey on the acceptance of this convey-ance the grantee who is the plaintiff, so proceeded as though it had assum-ed to do so to fulfill all the obliga-tions of the grantor, including the supplying of free water to the public schools in said city, and it thereafter

schools in said city, and it thereafter continued this service until the granting and acceptance by it of the franchise, of date February 10, 1914.

Having accepted all the rights of way and easements granted in the original franchise, when it accepted the conveyance from the Anderson Water, Light and Power company, plaintiff, must be held to have accepted them with all the burdens and obligations under which they were held, one of which was the duty to supply the public schools with free water, and the public schools with free water, and this duty continued unti the expiration of the original franchise until about September 1st, 1915.

The right of free water for the use of the public schools was vested in all public schools in the city of Anderson that were entitled to receive and were receiving free water at the time of the granting and acceptance of the franchise of February 10th, 1914.

of the franchise of February 10th, 1914. Schools that have been opened since that date have not the right to free water. The city of Anderson could not and did not divest the public schools then in existence of their wasted right of free water secured to them by the original franchise and this would be true even though it be fully conceded that as between the city and plaintiff the franchise of February plaintiff the franchise of February 10th 1914 was an abregation of the

original franchise. As to the second question, I hold that each separate school is a consumer and may be so treated by the plaintiff in rendering hills against the defendant for the use of water supplied such schools. This, of course, now applies to such schools as have been opened since February 10, 1914, and after the expiration of the original franchise it will apply to all the public schools in the city of Anderson.

schools in the city of Anderson.

It is decreed further that either party to this cause may at any time. on proper notice to the other party, apply at he foo of this decree for such further order or judgment as it apply at the foot of this decree for may be advised that it is entitled to. Geo. T. Prince, Presiding Judge.

June 19, 1914.

Gave Life For Baby,
Huntington, W. Va., June 12 Mrs.
Martha Medley, 25, was crushed to
death by a Chesapeake and Ohio passengre train near Ceredo, W. Va., tonight after she had thrown horself in
the train's path and pushed her fouryear-old daughter to safety. Three
other children witnessed their mothother children witnessed their moth

Couldn't Settle Difficulty.

Columbus, O., June 19.—Efforts by the sub-committee of the joint conference of Ohio coal operators and miners to settle the strike of 45,000 miners were again unavailing here to-day. The committee adjourned until Tuesday when a disagreement will probably be reported to a joint conference. Operators and a mars tonight said the outlook for a settlement of the wage dispute was not bright.

Washington, June 19—Charles K. Moser, of Virginia, now consul at Colombo, today was naminated by President Wilson to be consul at Hur-

The Appeal of Beauty to the Young Bride

Even more important than Communi-

ty Silver's a heauty Is its unusually

by Silver's beauty is its unusually

which that gives it its sterling-like finish and makes it wear so well.

At your service for 50 years.

SULLIVAN HARDWARE

Anderson, S. C. Greenville, S. C. Belton, S. C.

DRINK MORE WATER

Ent less meat and take Salts for Backache or Bladder trouble Neutralizes acids.

Viric acid in meat excites the kidneys, they become overworked; get sluggish, ache, and feel like limps of lead. The urine becomes cloudy; the bladder is irritated, and you may be obliged to seek relief two or three times during the night. When the kidneys class you must his them flush off the body's urinous waste or you'll be a real sick person shortly. At first you feel a duil misery in the kidney, region, you suffer from backness gets sour, toughe coated and you feel rheumatic twinges when the weather is had.

Eat less meat, drink lots of water also waste and real seeks and the lots of water also waste and real seeks when the weather is had.

weather is rad.

Eat less meat, drink lots of water; also get from any pharmacist four ounces of Jad Salts; take a table-spoonfu in a glass of water before breakfast for a few days and your kidneys wil lithen act fine. This faminus salts is made from the acid of grapes and lemon fuice, conbined with lithia, and has been used for generations to clean clogged kidneys and stimulate them to normal activity, also to neutralize the acids in urine, so it no longer is a source of irritation, thus ending bladder weakness. Jad Salts is inexpensive, cannot injura; makes a delightful effervescent lithia-water drink which everyone should take now and then to keep the kidneys clean and active. Druggists hare say they sell lots of Jad Salts to tolks, who believe in overcoming kidneys they sell lots of Jad Salts to tolks, who believe in overcoming kidneys they sell lots of Jad Salts to tolks, who believe in overcoming kidneys they sell lots of Jad Salts to tolks, who believe in overcoming kidneys roughly being the road and since the people of that county would not be benefitted by such a road it is a difficult matter to secure-their co-operation and financial assistance.

Miners Faced Death.

Liege, Belgium, June 19.—Two hindred coal uniners narrowly escaped death in Vieille Marihaye colliery near here today when fire penned them inside. Four hunderd men were in the fit, but two hundred got out. The entombed men remained in their perilons position for hours with the fire read would be constructed and ready for use by the time the tourists began in their perilons position for hours with the fire range in his travel this year but the people who have been behind the effort have spent all the funds they had in hand.

Lewis Has Resigned.

Philadelphia, June 19.—William Draper Lewir, Washington party (Progressivo) candidate for governor, has resigned as dean of the University of Deautimeter of the proposition concerning the building of this mountain highway was agitated a year ago and for a time it seemed last summer that all of the road would be a paying proposition for all the funds they had in hand and the proposition concerning the building of this mountain highway was agitated a year ago and for a time it seemed last summer that all of the road would be a paying proposition concerning the building of this mountain highway was agitated a year ago and for a time it seemed last summer that all of the road would be a paying proposition for all the funds they had in hand.

Andersop people realize that it would be a paying proposition for all the owns along the road the road would be a paying proposition for all the owns along the road would be a paying proposition for all the owns along the road would be a paying proposition to an appropriate the proposition of the would be a paying proposition for all the owns along the road would be a paying proposition for all the owns along the road would be a paying proposition for all the owns along the road would be a paying proposition for all the owns along the road would be a paying proposition for all the owns along the road would be a paying proposition for all the owns along the road would be a paying proposition for all the owns along th

(Progressivo) candidate for govern-or, has resigned as dean of the Uni-versity of Pensylvania Law School. Willim E. Mikel, an instructor and a

willing E. Mikel, an instructor and a professor in the institute has been elected dean for the ensuing year. Dr. Lewis was granted a year's leave of absence, when he decided to enter the gubernatorial contest but, the fact that he had resigned was made public only tought.

Belected Nomination.

Rejected Nomination.

Washington, June 19.—The nomin tion of James A. Lawson, as nostimater at Danville. Va., was rejected day by the Senate. The two Virgin senators asked for the rejection the nomination because if was not a proved by Congressman Saunders, whose district the postonice is form.

W. T. Mitchell was originally recommended by the congressman.

Mrs. Testinghouse III.

Jengt, Muss., June 19.—Mrs. General
Westinghouse, widow of the 'namous
electrical inventor, suffered a Darlytic shock at her nome feeight. Bename of her advances age, her condition is regarded as critical.

Confirmed Appointment.

Washington, June 19.—The senate at today confirmed the assumented of Representative William G. Sharp, of Onlo, as embassador to France, to such park Myron T. Herrick.

Washington, June, 19-The senate today unanimously adopted the Over-man resolution for an investigation of IF KIDNEYS BOTHER man resolution for an investigation of a charge that senate committee stationery had been used to promote a North Carolina gold mine. The senate privileges and elections committee.

FROM CAROLINA TOWNS

will make the inquiry.

AGITATING CONSTRUSTION OF A NEW ROAD

FROM ANDERSON

Proposed to Build a Road From his Section via Walhallo to Toxaway, N. C.

LADIES! SECRET TO DARKEN GRAY HAIR

Bring back color, gloss and thickness with Grandma's recipe of Sage and Suppur.

Common garden sage brewed into a heavy tea with sulphur and alcohol added, will turn gray streaked and faded fair bountfully dark and furnitiant remove drors bit of danariff, atop scans strength partroubleloine. An easier was litting and falling after Mixing the Sage Ten and Sulphus reciperat home litting and falling after Mixing the Sage Ten and Sulphus reciperat home litting to set the reads/fourse tonic, coating about 50 central alarm bottle, at drug stores, and was well a Sage and Sulphur dair lymely, thus avoiding a 1810 must be supply for the desire to retain our youthful appearance and sulfactories ness. By signering your har with Wyath's Sage and Sulphur, no side can tall because it does it so nationally, so evenly. You has damain a sponge or solft brush with a signer or solft brush wit

CH PROBLEM THE THE

THE AMERICAN DESIGNATIONS OF